

Skills Disability Support Terms of Use



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Introduction

Welcome to the Skills Disability Support (SDS) terms of use. SDS provides its services subject to agreement to these terms of use.

For Skills Assure suppliers (SAS): these terms govern access to and use of SDS systems and services and form an agreement between you and the Department of Employment, Small Business and Training (DESBT).

For students: these terms govern your access to and use of SDS services through your registered training organisation (RTO). The terms are administered through your RTO using their internal processes and procedures.

Terminology

- 'Agreement' means a user agreement between the RTO and the department. For students, the RTO will administer this agreement using its own internal processes.
- 'Department' (DESBT) means the Queensland Department of Employment, Small Business and Training.
- 'Skills Assure supplier' (SAS) means a registered training organisation that has been pre-approved by DESBT to deliver training and assessment services in Queensland.
- 'SDS services' means specialised technology and support services for students with disability, as provided by SDS using documented systems and processes.
- 'SDS webpage' refers to the DESBT website at desbt.qld.gov.au/training/providers/inclusive/disability/support.
- 'Specialised support services' include professional support workers, assessments of educational support needs and training in the use of SDS technology.
- 'Terms' means these terms of use.
- 'You' means an employed officer at a SAS and authorised by the SAS to apply for SDS services.

Agreement

- a) The department requires you to read, accept and abide by these terms of use.
- b) These terms, which may be amended from time to time, constitute the entire agreement and form a contract between you and the department with respect to your access to and use of SDS services.
- c) In signing and submitting an application, and by using SDS services, you agree to these terms.
- d) If you do not want to be bound by this agreement, you must notify SDS and stop using SDS services.

Changes to the agreement

- a) The department may revise these terms at any time with or without notice to you, and without liability, by updating this document. You should visit the SDS webpage from time to time and review the current terms.
- b) Notice of significant changes to the terms will be sent to the email address you provide to the department. You agree to receive such notices in this way.

- c) You agree that email messages are deemed received by you when the department sends them to the email address provided by you.
- d) By continuing to use SDS services after any changes to the agreement, you agree to the revised agreement.
- e) If you do not agree with changes to the agreement, you must notify SDS and stop using SDS services.

Information security

- a) Where appropriate, the department uses available technology to protect the security of communications made to and from SDS. However, the department does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made.
- b) Internet communications may be susceptible to interference or interception by third parties. Despite its best efforts, the department makes no warranties that communications are free of infection by computer viruses or other unauthorised software. The department will not be liable for any loss, damage, cost or expense resulting from any breach of a security measure, including viruses or other unauthorised software.
- c) Information provided by you is confidential as it contains personal student information. You must ensure that students understand why you are collecting the information and how it will be used in accordance with the *Right to Information Act 2009 Qld* and *Information Privacy Act 2009 Qld*.
- d) You are required to protect and preserve the confidential nature of all personal information. You must ensure that unauthorised persons do not have access to this information. You must not:
 - use or permit any person to use SDS information for any purpose other than for accessing SDS services and carrying out transactions between you and SDS
 - make or assist any person to make unauthorised use of SDS information.
- e) If you believe the security of any information has been compromised, you must notify SDS.
- f) The department cannot and will not be liable for any loss or damage arising from your failure to comply with these information security requirements.

Disclosure of information

- a) Any material created by the department or received by the department from you (whether in writing or verbally), which contains information about you and/or a student with disability, will not be made available to third parties without prior consent, unless required by law.

Copyright

- a) Queensland Government materials, including source code, pages, documents and online graphics, audio and video are protected by copyright law. Copyright in Queensland Government materials resides with the State of Queensland (all rights reserved).

- b) Apart from any fair dealings for the purposes of private study, research, criticism or review, as permitted under the *Copyright Act 1968* (Commonwealth), no part of SDS materials and communications may be reproduced or reused for any commercial purposes whatsoever without the written permission of the department.

Your obligations

Responsibility for actions

- a) In submitting information including forms and documents to SDS, you certify that all the information is complete, current, true, accurate and not misleading.
- b) You and the student are required to sign the application form. By signing and submitting this form you certify that all of the information is complete, current, true, accurate and not misleading, and that you agree to the current version of the terms of use. You are responsible for ensuring the student understands this certification.
- c) You understand and agree that the department may rely on the information you provide unless and until it receives notice from you of any change or update to the information provided by you. Any such varied information will be covered by this agreement.
- d) You will be responsible for (and you indemnify the department against) loss, expense, damage or claim (including legal costs on a full indemnity basis) arising from:
 - o any breach by you or the student of the terms
 - o any wilful, negligent or unlawful act or omissions by you or the student in relation to, or in the course of using, SDS services.
- e) Your organisation is required to have insurance to an amount that complies with the department's purchasing requirements and as stated in the [VET Skills Assure Supplier agreement offer](#).

Submitting applications

- a) Guidance on how to complete an application and manage approved support is available at desbt.qld.gov.au/training/providers/inclusive/disability/support
- b) Only complete applications will be considered. For applications that are unsigned or considered ambiguous, erroneous or incomplete, DESBT reserves the right to consider/not consider the application or request further information as it sees fit.
- c) Prior to submitting an application, you must have identified that the student is eligible to receive SDS services. This means that students must:
 - o have an identified disability (evidence must be submitted with all applications)
 - o be undertaking DESBT subsidised training in a non-school environment
 - o not be eligible to receive the same resources through other programs, initiatives or services.
- d) All students with disability are eligible for SDS support if they meet the above criteria. This includes students in receipt of a package under the National Disability Insurance Scheme (NDIS) where the support required is a reasonable

adjustment under the *Disability Standards for Education 2005* to facilitate learning and participation in training.

- e) Students who do not meet the above criteria must be discussed with SDS.
- f) SDS can only be used for the delivery of services as reasonable adjustment to the student. Activities such as administration, coordination, staff induction and professional development are not supported and should not be included in applications. Also, assistance related to infrastructure, accessibility of learning resources and systems, general health or care, general foundation skills needs, course fees and teacher costs are not supported.
- g) Assistance that duplicates other initiatives will not be considered. For apprentices and trainees, evidence of ineligibility for the Australian Government Disabled Australian Apprentice Wage Support (DAAWS) program must be submitted at the time of application.
- h) Each application should include the student's support needs from the date of submission to the end of their current program of study. Backdating of support of up to eight (8) weeks is permissible but without guarantee that all or any support will be approved.
- i) A new application should be submitted if a student changes programs or subsequently continues in a new program in recognition that the nature of a new program may require significant changes to the support needed.
- j) Proof of enrolment must be submitted at the time of application. If a student's enrolment is pending, you must clearly articulate the intention to enrol. If the application is subsequently approved, you must provide proof of enrolment within two weeks of student commencement.
- k) Proof of enrolment must also be provided on request to progress, monitor and/or safeguard applications.
- l) Students supported by SDS should have an identified learning pathway and/or a completed training and support plan. These documents should be made available to SDS on request to progress and/or monitor applications.
- m) The level and type of SDS service you may receive is negotiated, preferably prior to implementation. Services are dependent on the assistance required, stock available and reasonableness of the request. The level of service may also be prioritised based on government direction and priorities.
- n) A support agreement detailing the services approved for implementation will be provided for complete applications within five-ten (5-10) business days. You are responsible for checking these details and managing the support accordingly.
- o) Reconsideration of a partially approved or unsuccessful application will only be undertaken on request and when additional supporting information is provided to address the reason(s) for partial or non-approval.

Specialised support services

- a) Requests for specialised support services should identify needs per semester until the end of the student's current program of study. Only the current semester can be approved. Predicted support (ie the support you anticipate after the current semester) can only be provisionally approved, contingent on your reconfirmation at the end of each semester.

- b) Requests for specialised support services should consider:
 - the study load of the student and structure of the program to ensure periods of high/low learning demand are appropriately supported
 - tapering as students grow in confidence, use technology and gain subject familiarity, where applicable
 - the potential for the services to be shared between students, where appropriate, to enhance peer support and maximise value for money from government investment.
- c) In submitting a request for a professional assessment of educational support needs, you verify that:
 - you have evaluated all available information and are unable to identify appropriate student support strategies
 - the assessment will include recommendations of appropriate support strategies applicable to the training environment. The assessment report should be made available to SDS on request.
- d) In submitting a request for student training in the use of SDS technology, it is expected that at least one staff member will also attend the training to enable ongoing and future support. The training must, however, maintain a focus on an individual student's needs.
- e) You are responsible for contracting or engaging the support services through an appropriate professional or organisation, and for managing service quality and all associated risks with contracts/engagements. This includes ensuring:
 - support personnel have skills, qualifications and/or experience commensurate with the tasks to be undertaken
 - opportunity for professional collaboration and circular feedback to ensure quality student-centric support.
- f) You are responsible for managing support within the approved amounts and for the purposes agreed, as detailed in the support agreement. Over-servicing and delivery of discretionary services that have not been agreed to and/or are unrelated to the VET qualification being undertaken are not supported.
- g) Specialised support services are paid by reimbursement each semester for the actual pre-approved services provided, not exceeding the pre-approved amount. An SDS reimbursement form and an invoice from your organisation are required each semester, unless otherwise agreed. If any support was provided by a third party, evidence that their invoice has been paid is required.
- h) For reimbursements at the end of semester 1 (June), a reimbursement form, as a minimum, must be received by SDS prior to the last week in June.

Use of SDS technology

- a) All technology items must be returned to SDS at the loan expiry date, student withdrawal, on SDS request or as otherwise agreed.
- b) If your student is no longer using the technology on loan to them, it must be immediately returned. In exceptional circumstances — such as student illness — technology may, by negotiation with SDS, be held by you for up to four weeks, but must not be retained for longer periods.

- c) You are responsible for ensuring all SDS technology loaned to you is kept safe, secure and in good condition during the loan period. This includes ensuring that for each loan, your student maintains the technology in good condition and returns it by the loan expiry date.
- d) For the duration of technology loans, and with the exception of fair wear and tear, you agree to indemnify the department against loss or damage from any cause whatsoever and in the event of damage, to restore and deliver such equipment to the department in the condition in which it was received, or to replace the damaged equipment with other equipment of equivalent functionality.
- e) To ensure student safety, you are responsible for conducting electrical safety checks on electrical items each June and December. Electrical safety tagging is not reimbursable by SDS.
- f) You are responsible for immediately notifying SDS if the:
 - o technology does not meet the student's needs
 - o technology requires maintenance
 - o technology is not compatible with your systems or you are experiencing difficulty implementing it
 - o student requires further training or support to effectively use the technology.
- g) SDS passwords, security settings and labels should not be changed or removed from any technology item without direct authorisation by SDS.
- h) SDS software serial numbers and authorisation codes should only be shared, if required, with the employed officer installing the software. They should not be shared with the student or reused for any purpose unless direct authorisation has been received from SDS.
- i) When returning software you must ensure it has been deactivated and fully uninstalled, including deletion from the recycle bin where appropriate, from any device owned by you, your organisation and the student.
- j) All information stored by the student on SDS devices should be removed prior to return to SDS.
- k) SDS will arrange and pay for courier return of technology items, unless otherwise arranged. You should contact SDS as soon as items are ready to be returned.
- l) Where SDS technology is made available to you and/or your student to trial, all of the above conditions apply.

Technology stocktake

- a) Technology stocktakes occur annually within the first quarter of the year. SDS will notify you of the annual stocktake approximately eight weeks prior.
- b) All items on loan to you need to be physically viewed and verified by two officers authorised by the RTO to undertake stocktake activities. The SDS stocktake report form should be signed by the two officers and returned by the due date.
- c) Delays in meeting stocktake timeframes will impact on the ability of SDS to provide a timely service to you and to students with disability. New applications for SDS services are unable to be processed until stocktake responsibilities are complete.

Service monitoring and changes to agreements

- a) As students' needs change, so too should their support so that it continues to be effective. You are responsible for monitoring students' needs as per the *Disability Standards for Education 2005* (Section: 7.2(7)).
- b) Where changes are required to a support agreement you should immediately contact SDS. Any changes that exceed original agreed amounts/items will be subject to SDS approval.

Reporting

- a) For support needed over a period greater than six months, you are required to submit a 'semester report' each semester to communicate progress and to reconfirm support needs. It is preferred that this report is submitted at the end of each semester but submission by the eighth (8th) week of each semester is permissible.
- b) A final student 'completion report' is required when the student completes their qualification/course or if they withdraw.
- c) The applicable report forms will be provided to you on approval of your application.

End, suspension and cancellation of services

- a) SDS uses a collaborative model for the benefit of the student and therefore provides and expects timely communication and resolution of issues.
- b) Approved services will cease and technology must be returned on the day the student finishes their training, withdraws from a program, or as otherwise agreed, unless:
 - o eligibility to access services change for the SAS and/or the student. In this case you must immediately notify SDS. Suspension or cancellation of services will be based on the date eligibility to access SDS services changed
 - o information required by SDS is not made available in a reasonable time (generally two weeks) or by a date specified by SDS. Suspension or cancellation of services will be based on a date specified by SDS which may be backdated at the discretion of the department.
- c) Final invoices will only be paid once all technology and completion documents (completion report and proof of learning outcomes) have been received and approved.
- d) In the event that final reimbursement is required prior to support finalisation (ie when support provided by a person ceases, but technology support continues), proof of ongoing enrolment and learning outcomes to date is required.
- e) Applications will be closed when all technology loans, completion documents and reimbursements have been finalised or as determined by SDS following the non-approval, suspension or cancellation of services.

Feedback

- a) While feedback is not mandatory, it helps the department improve responsiveness to you and to students with disability. Feedback is used to improve the quality and delivery of SDS services.

- b) Feedback can be submitted by you and your student(s) at any time and may also be periodically requested by SDS.
- c) Formal feedback forms are available from SDS.

The department's obligations

General disclaimer

- a) To the extent permitted by law, all implied terms (including conditions and warranties) are excluded. The department's liability (including liability in negligence) for all expenses, losses, damages and costs you might incur in any way arising out of any breach or implied condition or warranty or otherwise in connection with your use of SDS services will be limited, so far as permitted by law, to the department at its own option either supplying the relevant part of the service again, or paying the cost of having the part of the service supplied again.
- b) Any material downloaded or otherwise obtained through the use of SDS systems and devices is done at your own discretion and risk. You will be solely responsible for any damages to your computer system or loss of data that results from the download of any such material.
- c) The department makes no warranty that:
 - o SDS services will meet all of your requirements
 - o services will be uninterrupted, timely, secure, or error-free
 - o the quality of any services or information you obtain through SDS will meet your expectations
 - o any errors in SDS systems and devices will be corrected, despite the department's best efforts to correct errors when notified.

General provisions

- a) The department is not bound to accept any application and reserves the right to modify or discontinue any information, features, processes, eligibility and assessment criteria that form part of SDS services at any time, with or without notice to you, and without liability.
- b) If any of these terms are determined to be unlawful, void or for any reason unenforceable, then that provision is deemed severable from these terms and does not affect the validity and enforceability of the remaining provisions. If there is any inconsistency between these terms and any other documentation or process included in SDS services, these terms prevail.

Privacy obligations

- a) The department is bound by the *Privacy Act 1988*, including the Information Privacy Principles set out in section 14 of the Act. The department will ensure SDS practices, procedures and systems comply with these laws.

Online security

- a) The department is committed to keeping secure all personal information provided to it by all clients. The department takes all reasonable precautions to protect

personal information held about clients from misuse and loss and from unauthorised access, modification or disclosure.

- b) The department's online security measures include, but are not limited to, employing firewalls, intrusion detection systems and virus scanning tools to protect against unauthorised persons and viruses from entering departmental systems.

Liability and indemnity

- a) The department will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages (including loss of profits, goodwill, information, data or other intangible losses) resulting from:
 - o force majeure, Act of God, or any government act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, breakdown in electronic communication services (including when the breakdown is due to a computer virus), impossibility of obtaining materials or anything beyond the control of the department whether happening in Australia or elsewhere
 - o the use or inability to use online systems
 - o unauthorised access or alterations of your transmissions to or from SDS
 - o no consent from the student for you to provide their personal information to the department through SDS
 - o statements or conduct, past, present or future, of any third party
 - o the quality or competency of support services arranged by or through you or your organisation
 - o any other matter relating to access to and use of SDS services.
- b) The department is committed to ensuring the provision of high quality technology. While it safeguards maintenance and repair, and provides the technology to you in good working condition, it is not responsible for subsequent failure or incompatibility issues and does not guarantee the provision of the latest versions of all technology.
- c) The department is not responsible for any information or data stored by you, your organisation or the student on any devices after they are dispatched for return to SDS.
- d) The department will not be liable for any disruption or delay, or any associated consequences of any disruption or delay, in implementing services that have been approved through the SDS application process.
- e) If SDS is unable to provide or facilitate services in a reasonable timeframe, alternative and/or interim support mechanisms will be considered.

Right to refuse access to services

- a) The department is not bound to accept any application and reserves the right to refuse any application submitted by any individual. There will be no binding SDS agreement between the department and a SAS until an application is submitted to, and accepted by, the department through SDS.
- b) The department reserves the right to approve, partially approve, conditionally approve, provisionally approve, not approve, suspend and cancel all applications,

including requests for reconsideration, regardless of whether the support has already been implemented.

- c) The department reserves the right to prioritise applications based on government direction and priorities, and the resources available.

Application approval status

- a) SDS will advise you of the approval status of complete applications within 5 - 10 business days. A support agreement will be provided which details the services approved for implementation.
- b) Where reconsideration of an unsuccessful or partially approved application is requested, SDS will advise you of the result within 21 business days.

Termination

- a) The department may in its sole discretion terminate these terms and/or your use of SDS services at any time with or without notice and for any reason. This includes circumstances where the department suspects that you have provided false or misleading information, interfered with other users or the administration of SDS services, or violated these terms. You have the right to cancel your access at any time by contacting SDS via email SkillsDisabilitySupport@desbt.qld.gov.au.

